



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**OFFICE OF GENERAL COUNSEL
SUITE 300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402**

**CLAY BRIGHT
COMMISSIONER**

**BILL LEE
GOVERNOR**

April 15, 2019

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Amendment One
Lipscomb University, GTA Institute
Edison #54065

Committee,

The referenced contract provides for the Graduate Transportation Associate (GTA) for the Human Resources Division of the Tennessee Department of Transportation. The Contractor was originally selected through the Sole Source process in 2017. The purpose of this amendment is to extend the contract one (1) year and add funds to pay the Contractor.

This package contains the following materials as required by your office:

1. Supplemental Documentation.
2. Copy of the original Special Contract Request approving our Sole Source Request executed by the Central Procurement Office and the Comptroller's office.
3. Copy of the original Contract Summary Sheet.
4. Copy of the original Contract.
5. Copy of the Amendment Request approval.
6. Copy of the Department of Human Resources approval.
7. Copy of the Contract Amendment Cover Sheet.
8. Copy of the proposed Amendment One.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay Bright", is written over the word "Sincerely,".

Clay Bright
Commissioner

REVISED CHECKLIST EFFECTIVE APRIL 2014

Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than \$250,000, including all possible extensions; and

Any amendment to a contract (meeting the \$250,000 and over one year threshold) must be presented to the Fiscal Review Committee (FRC), *60 days prior to the proposed effective date*, if it meets any of the following conditions:

- increases or decreases the maximum liability;
- extends or shortens the original term of the contract;
- changes the entity or name of the entity with which the state is contracting; or
- otherwise changes an original contract or amended contract in a substantive manner.

If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.

Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:



SUMMARY LETTER

- Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.
- If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late. PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.



SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.



APPROVED RULE EXCEPTION REQUESTS (if appropriate)

**REVISED CHECKLIST
EFFECTIVE APRIL 2014**

- ☐ **APPROVED OFFICE FOR INFORMATION RESOURCES (OIR),
eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL
ENDORSEMENT REQUESTS (if appropriate)**
- ☒ **SPECIAL CONTRACT REQUEST**
- ☒ **SUMMARY SHEET FOR CONTRACT (original or proposed)**
- ☐ **ANY REVISED SUMMARY SHEETS**
- ☒ **ORIGINAL CONTRACT**
 - *If new non-competitive contract, actual language of the
proposed contract (can be in draft form if necessary).*
- ☒ **SUMMARY SHEET FOR EACH PRIOR AMENDMENT**
- ☐ **ALL PRIOR EXECUTED AMENDMENTS**
- ☒ **REQUEST FORM and SUMMARY SHEET FOR PROPOSED
AMENDMENT**
 - *If new amendment, actual language of the proposed
amendment (can be in draft form if necessary).*
- ☐ **COPY OF PERFORMANCE BOND IF REQUIRED IN THE
CONTRACT (if performance bond must be renewed each year,
a copy of the renewal)**
- ☐ **ANY ADDITIONAL SUPPORTING DOCUMENTS**
- ☐ **FULLY EXECUTED COPY OF FINAL DOCUMENT
IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT**

FRC STAFF COMMITTEE CONTACT INFORMATION:

**Leni Chick, Contract & Audit Coordinator
8th Floor, Rachel Jackson Building
(615) 253-2048 (direct)
(615) 741-2564 (main line for FRC)
(E-mail address: leni.chick@capitol.tn.gov)**

<http://www.capitol.tn.gov/joint/committees/fiscal-review>

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508
*Presenter's name(s):	Joe Galbato, Brian Carroll and Delaine Linville		
Edison Contract Number: (if applicable)	54065	RFS Number: (if applicable)	40100-00418
*Original or Proposed Contract Begin Date:	8-31-17	*Current or Proposed End Date:	8-30-20
Current Request Amendment Number: (if applicable)		One	
Proposed Amendment Effective Date: (if applicable)		8-31-19	
*Department Submitting:		Department of Transportation	
*Division:		Human Resource	
*Date Submitted:			
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		Lipscomb University	
*Current or Proposed Maximum Liability:		Proposed - \$310,200.00	
*Estimated Total Spend for Commodities:		N/A	
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2018	FY:2020	FY:	FY:
\$ 206,800.00	\$103,400.0	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
FY: 2018	FY:	FY:	FY:
\$103,400.00	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		Allocation shown for 2018 included fiscal year 2019 as funds not used in any previous fiscal year are rolled to the next fiscal year.	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The contract term is for 2 years. Any remaining balance at year end is carried over for use within that 2 year term. It is the policy of the Department of Transportation to roll funds from year to year until contract expiration. Contract funds will be carried forward for this amendment if needed.	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$206,800.00	Federal:	N/A
Interdepartmental:	N/A	Other:	N/A
If “other” please define:		N/A	
If “interdepartmental” please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Sole Source	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$206,800.00 Cost was determined by conversation with the University.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		None This is a special class offered by Lipscomb University.	


Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name
40100	\$ 103,400.00	000000000000000000054065	0000090011	Spark Lipscombs Idea Center

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.


Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED Michael F. Perry-CS <small>Digitally signed by Michael F. Perry-CS DN: cn=Michael F. Perry-CS, o=CPO, ou=32101, email=Chris.Salt@tn.gov, c=US Date: 2017.04.06 11:46:14 -0500</small>	APPROVED 
CHIEF PROCUREMENT OFFICER DATE	COMPTROLLER OF THE TREASURY DATE

Request Tracking #	40100-00418
1. Contracting Agency	Department of Transportation (TDOT) Human Resources
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Ryan Simpson, Ryan.Simpson@tn.gov , 615-741-4838
4. Brief Goods or Services Caption	TDOT GTA Institute
5. Description of the Goods or Services to be Acquired	Development of a curriculum for TDOT's incoming class of Graduate Transportation Associates (GTA) for more sophisticated professional engineering and technical leadership skills
6. Proposed Contractor	Lipscomb University
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Lipscomb University, 1 University Park Drive, Nashville, TN 37204
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	24 months

Request Tracking #	40100-00418
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$206,800.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Email correspondence with the university and based upon price quoted per credit hours.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Cost of credit hours with the University. This is significantly below sending these engineers to any equivalent publicly offered seminars, workshops or academic courses. These engineers also will receive 3 graduate course hours for completion, which significantly increases the value of this training product.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Emails
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	TDOT has been hiring Graduate Transportation Associates to serve as new engineers in the department. The GTA title is a training title that flexes into the working title of Transportation Project Specialist or Operations District Specialist, which contains employees who serve as critical engineers in the field to support the State's infrastructure. The department is interested in building the professional engineering and technical leadership skills to this critical class of engineer-specific audience members.
19. Proposed contract impact on current State operations	None

Request Tracking #	40100-00418
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>SPARK: Lipscomb's Idea Center currently partners with the State of Tennessee and delivers the Department of Human Resources LEAN TN program. SPARK has played an instrumental role in assisting the State of Tennessee and the Department of Transportation with development of key core competencies. SPARK has also delivered the TDOT Leadership Institute to TDOT's executive staff. This GTA training program provides an alignment of the strategic competencies from the GTA job classification, and cascades TDOT and State of TN leadership, mission, and agency goals. This program also provides a unique opportunity to work (receiving 3 hours of graduate-level course credit) with Lipscomb's Engineering Management Master's program.</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>SPARK: Lipscomb's Idea Center currently partners with the State of Tennessee and delivers the Department of Human Resources LEAN TN program. SPARK has played an instrumental role in assisting the State of Tennessee and the Department of Transportation with development of key core competencies. SPARK has also delivered the TDOT Leadership Institute to TDOT's executive staff. This GTA training program provides an alignment of the strategic competencies from the GTA job classification, and cascades TDOT and State of TN leadership, mission, and agency goals. This program also provides a unique opportunity to work (receiving 3 hours of graduate-level course credit) with Lipscomb's Engineering Management Master's program.</p>

Request Tracking #	40100-00418
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	They have satisfactorily fulfilled their current contract approved in Edison #47226. Lipscomb University is a long and good standing University in Nashville.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Sole Source Name/Address: Spark: Lipscomb's Idea Center, 3252 Aspen Grove Drive, Suite 9, Franklin, TN 37067
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	SPARK: Lipscomb's Idea Center currently partners with the State of Tennessee and delivers the Department of Human Resources LEAN TN program. SPARK has played an instrumental role in assisting the State of Tennessee and the Department of Transportation with development of key core competencies related to the GTA classification. SPARK successfully delivered the TDOT Leadership Institute in 2014 to TDOT's executive staff, which was very well received. This program provides the essential alignment of the strategic competencies from the GTA job classification and cascades TDOT & State of TN leadership, mission, and agency goals from the TDOT Leadership Institute to this critical engineering audience.
Signature Required for all Special Contract Requests	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
Signature: 	MAR 01 2017 Date:



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date August 31, 2017	End Date August 30, 2019	Agency Tracking # 40100-00418	Edison Record ID 54065
--------------------------------------	------------------------------------	---	----------------------------------

Contractor Legal Entity Name Lipscomb University	Edison Vendor ID 90011
--	----------------------------------

Goods or Services Caption (one line only)
TDOT GTA Institute

Contractor <input checked="" type="checkbox"/> Contractor	CFDA # N/A
---	----------------------

Funding —	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY 2018	\$206,800.00				\$206,800.00
TOTAL:	\$206,800.00				\$206,800.00

Contractor Ownership Characteristics:

- ☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American
- ☐ Woman Business Enterprise (WBE)
- ☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)
- ☐ Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- ☒ Other: Higher Learning Institute not a Board of Regents School

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- ☐ Competitive Selection Describe the competitive selection process used
- ☒ Other Sole Source Request approved.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Jennifer Aberstok BE

Speed Chart (optional)
TX00000141
Dept.#4026230000

Account Code (optional)
86111604



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
LIPSCOMB UNIVERSITY**

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and Lipscomb University ("Contractor"), is for the provision of GTA Institute, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Higher Learning Institute .
Contractor Place of Incorporation or Organization: Nashville, TN
Contractor Edison Registration ID # 90011

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall develop a curriculum for the State's incoming class of Graduate Transportation Associates (GTA) to equip them with more sophisticated professional engineering and technical leadership skills.
- A.3. The Contractor shall develop the State's incoming GTA class by the following tasks:
 - a. Present classes under the theme "Leadership Personality Profiles" in partnership with Tennessee Department of Human Resources
 - b. Present classes under the theme "The GTA as a Young Leader."
 - c. Present classes under the theme "Thriving in a Multi-Generational Technical Workplace."
 - d. Present classes under the theme "The GTA as Negotiator."
 - e. Present classes under the theme "Lessons to be Learned as a New Engineer."
 - f. Present classes under the theme "Emotional Intelligence in a Technical Workplace."
 - g. Present classes under the theme "Technical Presentations," "The GTA as a Communicator," and "Budgeting."
 - h. Present classes under the theme "Strategy & Decision Making in a Technical Workplace."
 - i. Present classes under the theme "The GTA and Professional Teamwork."
- A.4. The Contractor shall be responsible for developing classes that will be engaging, interactive, experiential, practical, relevant and enjoyable for State GTA members. The instructional classes will take place over ten days in two non-consecutive one-week periods.
- A.5. The Contractor shall provide the State a fully qualified instructor and/or speaker for each class and a program facilitator.
- A.6. The Contractor will be responsible for obtaining suitable locations for classes for State GTA members.
- A.7. The Contractor will contact the State prior to each course to ensure that the content, case studies, and simulations maximize the learning and application of the content to be presented to State GTA members.
- A.8. The Contractor will evaluate the training of State GTA members and present the State with a copy of each evaluation to ensure accuracy and content of training courses at the conclusion of each week-long period of instruction. The Contractor will then present the State a final evaluation no later than two months after the conclusion of the training program.



- A.9. The Contractor will be responsible for setting up a Graduation Ceremony which includes obtaining a suitable location for State GTA members and will also be responsible for providing continental breakfast, lunch, and morning/afternoon break refreshments for each session day.
- A.10. The Contractor will provide transportation for State GTA members to and from any and all scheduled training site locations planned as part of the instructional program.
- A.11. The Contractor will be responsible for planning and coordinating any planned social events for the GTA members that occur as an extracurricular part of the instructional program. This includes any necessary reservations for the GTA members at any social event location.
- A.12. The Contractor shall present to each participant a certificate of completion of the GTA Institute from Lipscomb University at the completion of the program.
- A.13. The Contractor will offer three (3) units of academic credit to be used to fulfill the requirements of one of the graduate programs at Lipscomb University to be awarded as the final course in the GTA member's selected Lipscomb graduate program.
- A.14. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.15. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on August 31, 2017 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole



option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two hundred six thousand eight hundred dollars and no cents (\$206,800.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Training per person per training day	\$ 188.00

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Transportation
Human Resources Division
Suite 400 J.K. Polk Bldg.
505 Deaderick Street
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Transportation, Human Resources Division;



- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.



D. MANDATORY TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Delaine Linville, Director
Department of Transportation
Human Resources Division
Suite 400, J.K. Polk Building
505 Deaderick Street
Nashville, TN 37243

The Contractor:

Dr. John Lowry, Executive Director
Spark: Lipscomb's Idea Center
3252 Aspen Grove Drive, Suite 9
Franklin, TN 37067
Telephone # 615-516-2003

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services



neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the basis of any classification protected by federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to



perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or



otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system



administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or



(b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or



federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E. 4. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the



Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

IN WITNESS WHEREOF,

LIPSCOMB UNIVERSITY:

By: *John Lowry* 4/25/17
CONTRACTOR SIGNATURE DATE
John Lowry, Vice President Development and External Affairs
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

[Signature] APR 28 2017
JOHN C. SCHROER, COMMISSIONER DATE
[Signature] 4/27/2017
JOHN REINBOLD, GENERAL COUNSEL DATE
APPROVED AS TO FORM AND LEGALITY



ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Lipscomb University
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

John R. Lowry, VP of Development & External Affairs
PRINTED NAME AND TITLE OF SIGNATORY

4/25/17
DATE OF ATTESTATION

Signature:

Email: patra.thomas@lipscomb.edu

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprsr.Agsprsr@tn.gov

APPROVED



Kevin C. Bartels
for Michael F.
Perry

Digitally signed by Kevin C. Bartels
for Michael F. Perry
DN: cn=Kevin C. Bartels for Michael F.
Perry, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2019.03.29 16:01:08 -05'00'

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	40100-00418	
1. Procuring Agency	Department of Transportation, Human Resources Division	
2. Contractor	Lipscomb University, GTA Institute	
3. Edison contract ID #	54065	
4. Proposed amendment #	One	
5. Contract's Original Effective Date	August 31, 2017	
6. Current end date	August 30, 2019	
7. Proposed end date	August 30, 2020	
8. Current Maximum Liability or Estimated Liability	\$ 206,800.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 310,200.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – <i>information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – <i>state employee training service</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed To extend the term of the contract one year as approved for three (3) Renewal Options, this being the first renewal.		
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. N/A		

Agency request tracking #	40100-00418
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p></p> <p></p>	




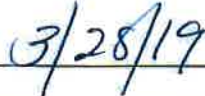
HR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Department of Human Resources
E-mail : DOHR.Contracts@tn.gov

FROM : Victoria Hassinger
E-mail : Victoria.hassinger@tn.gov

DATE : March 26, 2019

RE : Request for Human Resources Pre-Approval Endorsement

Applicable RFS #	40100-00418 – HR's Lipscomb Univ. GTA Institute
Human Resources Endorsement Signature & Date:	
 	
Department of Human Resources	

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*). This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Transportation
Agency Contact (name, phone, e-mail)	Victoria Hassinger, 615-632-3508, Victoria.hassinger@tn.gov
Attachments Supporting Request (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed contract or amendment	
Subject HR Service Description (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)	
Department of Transportation, Human Resources Division, Graduate Transportation Associates (GTA) curriculum to equip associates with more sophisticated professional engineering and technical leadership skills.	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 40100-00418	Edison ID 54065	Contract # FA1854065	Amendment # One		
Contractor Legal Entity Name Lipscomb University			Edison Vendor ID 90011		
Amendment Purpose & Effect(s) To extend the contract one year and add additional funds					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: August 30, 2020			
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):			\$ 103,400.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$206,800.00				\$206,800.00
2020	\$103,400.00				\$103,400.00
TOTAL:	\$310,200.00				\$310,200.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
CPO USE					
Speed Chart (optional) TX00000141 Dept. #4026230000		Account Code (optional) 86111604			

**AMENDMENT ONE
OF CONTRACT FA1854065**

This Amendment is made and entered by and between the State of Tennessee, **Department of Transportation**, hereinafter referred to as the "State" and **Lipscomb University**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section **B. TERM OF CONTRACT** is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective August 31, 2017 ("Effective Date") and extend for a period of **thirty-six (36) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract section **C.1. Maximum Liability** is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **Three Hundred Ten Thousand Two Hundred Dollars and no cents (\$310,200.00)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective **August 30, 2019**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

LIPSCOMB UNIVERSITY:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE